

Exhibit 1

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

CLAUDIA ENGELHORN, <i>et al.</i> ,)	
)	
)	
<i>Plaintiffs</i>)	
)	
v.)	Case No.: C-24-CV-24-002631
)	
)	
)	
WHITEFORD, TAYLOR & PRESTON,)	
LLP <i>et al.</i> ,)	
)	
)	
<i>Defendants.</i>)	

**DEFENDANTS BOLOG, SCIENCE PARK, AND DARNESTOWN ROAD’S RESPONSE
TO WHITEFORD, TAYLOR & PRESTON LLP’S PETITION FOR AN ORDER
COMPELLING ARBITRATION AND MOTION TO STAY PROCEEDINGS**

Defendants Erik Bolog, in his individual capacity and as Trustee for the JAREB Irrevocable Trust Agreement Dated October 11, 2021; Science Park Associates, LLC (“Science Park”); and Darnestown Road, Inc., (“Darnestown Road”) (collectively, the “Bolog Defendants”) hereby respond to Whiteford, Taylor & Preston LLP’s (“WTP”) Petition for an Order Compelling Arbitration (the “Arbitration Petition”) and Motion to Stay Proceedings.

None of the claims against the Bolog Defendants is subject to arbitration, and WTP’s Petition For An Order Compelling Arbitration does not contend otherwise. The claims against the Bolog Defendants are nonarbitrable because the arbitration provision at issue is found in the engagement letter executed by and between WTP and Ms. Engelhorn—none of the Bolog Defendants is a party to that arbitration agreement. See *The Redemptorists v. Coulthard Servs., Inc.*, 145 Md. App. 116, 134 (2002) (A “party cannot be required to submit any dispute to arbitration that it has not agreed to submit.”). Accordingly, the Bolog Defendants take no position

on the arbitrability of disputes arising under the engagement letter's arbitration agreement, which is binding on WTP and Plaintiff Engelhorn, but not on any of the Bolog Defendants. *See The Redemptorists*, 145 Md. App. at 151-158 (finding only claims and issues subject to arbitration clause are arbitrable; the remainder are stayed in court).

Nonetheless, the Bolog Defendants join in WTP's related Motion to Stay Proceedings and respectfully submit that if the Court orders the arbitration of any of the claims the Plaintiffs have brought against WTP, all proceedings in this action (including discovery) should be stayed pending a final determination in the arbitration. *See The Redemptorists*, 145 Md. App. at 125 ("The issues as to the non-contracting parties should be stayed pending the outcome of the arbitration."). WTP has already taken the position that it will not respond to discovery requests until resolution of the Arbitration Petition (and subsequent arbitration); allowing claims to proceed against the Bolog Defendants without the benefit of discovery against WTP would prejudice the Bolog Defendants' ability to adequately prepare its defenses in this case. Furthermore, allowing arbitration to conclude before resuming litigation in this action (including discovery) will narrow the outstanding issues and promote judicial economy. Completing arbitration will also materially impact the claims against the Bolog Defendants and determine, what, if any, claims can continue in this Court.

Therefore, a final determination by any arbitration adjudicating the claims brought by Plaintiffs against WTP must precede the litigation of the claims against the Bolog Defendants.

[Remainder of Page Intentionally Omitted]

Dated: December 17, 2024

Respectfully submitted,

CADWALADER, WICKERSHAM & TAFT LLP

Respectfully,

A handwritten signature in blue ink, appearing to read "Douglas F. Gansler".

Douglas F. Gansler (Bar Number: 8912180208)

J.B. Howard (Bar Number: 9106200125)

Cadwalader, Wickersham & Taft LLP

1919 Pennsylvania Ave N.W.

Washington D.C. 20006

Douglas.Gansler@cwt.com

Telephone: (202) 862-2300

j.b.howard@cwt.com

*Counsel for Defendants Erik D. Bolog,
Individually and as Trustee of the JAREB
Irrevocable Trust Agreement dated October 11,
2021; Darnestown Road, Inc.; and Science Park
Associates, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of December, 2024, a copy of the foregoing was served in the manner indicated on the following:.

Counsel of Record Served via MDEC:

Wes P. Henderson

Henderson Law, LLC

2127 Espey Court

Suite 204

Crofton, MD 21114

Counsel for Plaintiffs Claudia Engelhorn; Claudia Engelhorn, Trustee; and White Pearl, LLC

John J. Connolly

William J. Murphy

Kirk E. MacKinnon Morrow

Zuckerman Spaeder LLP

100 East Pratt Street

Suite 2440

Baltimore, MD 21202

Counsel for Defendant Whiteford, Taylor & Preston, LLP

Parties Served Via First Class Mail:

Tenacity Investments, LLC

S/O: Mike Postal

7333 New Hampshire Avenue

Takoma Park, MD 20912

Michael Postal

4302 Broken Arrow Court

Apt. 606

Clinton, MD 20735

Swain Landing LaPlata JC, LLC

S/O: Anjon Jones

4302 Broken Arrow Court

Clinton, MD 20735

POJO LaPlata LLC

S/O: Anjon Jones

4302 Broken Arrow Court

Clinton, MD 20735

Respectfully,



Douglas F. Gansler (8912180208)

J.B. Howard (9106200125)

Cadwalader, Wickersham & Taft LLP

1919 Pennsylvania Ave N.W.

Washington D.C. 20006

Douglas.Gansler@cwt.com

Telephone: (202) 862-2300

j.b.howard@cwt.com

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